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f/k/a Trilogy Software, Inc. and Versata Development
Group, Inc., f/k/a Trilogy Development Group, Inc.*

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

VERSATA SOFTWARE, INC., F/K/A
TRILOGY SOFTWARE, INC.; and
VERSATA DEVELOPMENT GROUP, INC.,
F/K/A TRILOGY DEVELOPMENT GROUP,
INC.,

Plaintiffs,

vs.

PLANISWARE USA, INC.,

Defendant.

Civil Action No. _____

Document Electronically Filed

DEMAND FOR JURY TRIAL

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Versata Software, Inc., f/k/a Trilogy Software, Inc. and Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc. (collectively “Versata”) file this Complaint for patent infringement against Defendant Planisware USA, Inc. (“Planisware”).

PARTIES

1. Plaintiff Versata Software, Inc., f/k/a Trilogy Software, Inc., is a corporation existing under the laws of Delaware with its principal place of business at 401 Congress Ave., Suite 2650, Austin, Texas 78730.

2. Plaintiff Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc., is a corporation existing under the laws of Delaware with its principal place of business at 401 Congress Ave., Suite 2650, Austin, Texas 78730.

3. Defendant Planisware USA, Inc. is a California corporation that has its East Coast operations and sales office at 50 West State Street, Suite 1004, Trenton, New Jersey 08608.

JURISDICTION AND VENUE

4. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. § 271.

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and 1400(b).

FACTS

7. On December 21, 2004, the USPTO duly and legally issued United States Patent No. 6,834,282. Versata holds all right, title, and interest in and to the '282 Patent, including the right to sue and recover damages for infringement. A true and correct copy of the '282 Patent is attached as **Exhibit A**.

8. On June 14, 2005, the USPTO duly and legally issued United States Patent No. 6,907,414. Versata holds all right, title, and interest in and to the '414 Patent, including the right

to sue and recover damages for infringement. A true and correct copy of the ‘414 Patent is attached as **Exhibit B**.

9. Planisware makes, uses, sells, and offers for sale the Planisware 5 software suite (“Planisware 5”), which is an enterprise project and product portfolio management software solution.

10. Planisware 5 infringes Versata’s ‘282 and ‘414 patents.

11. Planisware sells Planisware 5 to customers throughout the United States, including in this Judicial District.

12. Planisware engages in significant business activities related to Planisware 5 in the District of New Jersey, including but not limited to maintaining consulting, support, and sales offices; maintaining a data center; and specifically targeting customers in New Jersey.

COUNT I: INFRINGEMENT OF THE ‘282 PATENT

13. Versata incorporates the foregoing paragraphs as if fully set forth here.

14. Planisware has been and is now directly infringing the ‘282 Patent in the State of New Jersey, in this judicial district, and elsewhere within the United States by, among other things, making, using, licensing, selling, and offering for sale infringing software products and related services.

15. Upon information and belief, prior to this lawsuit, Planisware had knowledge or should have known of the ‘282 Patent upon its issuance.

16. Nonetheless, in violation of 35 U.S.C. § 271(b), Planisware knowingly induced infringement and possessed specific intent to encourage another’s infringement of one or more claims of the ‘282 Patent by, among other things, offering for sale, selling and/or by soliciting

end users to purchase and use its Planisware 5 in the United States, and will continue to do so unless such infringing activities are enjoined by this Court.

17. Upon information and belief, in violation of 35 U.S.C. § 271(c), Planisware has contributorily infringed and continues to contributorily infringe, by selling and/or offering to sell within the United States the Planisware 5 software suite, which:

- a. constitutes a material part of the invention of the ‘282 Patent;
- b. is known by Planisware to be especially adapted for use in infringing the ‘282 Patent; and
- c. is not suitable for substantial noninfringing use with respect to the ‘282 Patent.

18. Planisware’s infringement has caused, and is continuing to cause, injury to Versata.

19. Versata has been damaged by Planisware’s infringement of the ‘282 Patent in an amount to be determined at trial, and has suffered and will continue to suffer irreparable loss and injury unless Planisware is permanently enjoined from infringing the ‘282 Patent.

20. At least as early as its receipt of this Complaint, Planisware has had knowledge of the ‘282 Patent, written notice of the infringement, and intent to infringe the ‘282 Patent.

COUNT II: INFRINGEMENT OF THE ‘414 PATENT

21. Versata incorporates the foregoing paragraphs as if fully set forth here.

22. Planisware has been and is now directly infringing the ‘414 Patent in the State of New Jersey, in this judicial district, and elsewhere within the United States by, among other things, making, using, licensing, selling, and offering for sale infringing software products and related services.

23. Upon information and belief, prior to this lawsuit, Planisware had knowledge or should have known of the '414 Patent upon its issuance.

24. Nonetheless, in violation of 35 U.S.C. § 271(b), Planisware knowingly induced infringement and possessed specific intent to encourage another's infringement of one or more claims of the '414 Patent by, among other things, offering for sale, selling and/or by soliciting end users to purchase and use its Planisware 5 in the United States, and will continue to do so unless such infringing activities are enjoined by this Court.

25. Upon information and belief, in violation of 35 U.S.C. § 271(c), Planisware has contributorily infringed and continues to contributorily infringe, by selling and/or offering to sell within the United States the Planisware 5 software suite, which:

- a. constitutes a material part of the invention of the '414 Patent;
- b. is known by Planisware to be especially adapted for use in infringing the '414 Patent; and
- c. is not suitable for substantial noninfringing use with respect to the '414 Patent.

26. Planisware's infringement has caused, and is continuing to cause, injury to Versata.

27. Versata has been damaged by Planisware's infringement of the '414 Patent in an amount to be determined at trial, and have suffered and will continue to suffer irreparable loss and injury unless Planisware is permanently enjoined from infringing the '414 Patent.

28. At least as early as its receipt of this Complaint, Planisware has had knowledge of the '414 Patent, written notice of the infringement, and intent to infringe the '414 Patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Versata Software, Inc., Versata Development Group, Inc. pray

for the following relief against Defendant Planisware, Inc.

A. A judgment in favor of Versata that Planisware has infringed, directly and indirectly by way of inducing infringement and/or contributing to the infringement of Versata's '282 and '414 Patents;

B. A permanent injunction, enjoining Planisware along with its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, and parents from infringing, inducing the infringement of, or contributing to the infringement of Versata's '282 and '414 Patents;

C. A judgment and order requiring Planisware to pay Versata damage for their infringement of Versata's '282 and '414 Patents, together with interest (both pre- and post-judgment), costs and disbursements as fixed by this Court under 35 U.S.C. § 284;

D. A judgment and order finding Planisware's infringement willful and awarding treble the amount of damages and losses sustained by Versata under 35 U.S.C. § 284;

E. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Versata its reasonable attorneys' fees; and

F. Such other and further relief in law or in equity to which Versata may be justly entitled.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of any and all issues triable of right before a jury.

Respectfully Submitted,

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Group, Inc., f/k/a Trilogy Development Group, Inc.*

Dated: January 15, 2013
Newark, New Jersey

CERTIFICATION OF NON-ARBITRABILITY
PURSUANT TO LOCAL CIVIL RULE 201.1(d)

Pursuant to Local Civil Rule 201.1(d), the undersigned counsel hereby certifies that the relief sought in this matter is not limited to money damages and that the money damages sought exceed \$150,000, exclusive of interest, costs and any punitive damages. This action, therefore, is not subject to mandatory arbitration.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

Dated: January 15, 2013
Newark, New Jersey

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